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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

LUXOTTICA GROUP S.p.A.,
an Italian corporation,

Plaintiff,

vs.

MINH D. TRAN, an individual,

Defendant.

Case No. 2:16-cv-02584-JCM-PAL

**STIPULATION OF DISMISSAL OF
ACTION WITH PREJUDICE**

1 Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i), as a result of this action by virtue of a
2 confidential settlement agreement between Plaintiff Luxottica Group S.p.A. and Defendant
3 Minh D. Tran (“Agreement”), and as a result of the parties’ agreement regarding the terms of
4 this stipulation of dismissal, it is hereby ORDERED, ADJUDGED, and DECREED that:

5 (1) Plaintiff Luxottica Group S.p.A. filed this lawsuit against Defendant Minh D.
6 Tran in November 2016.

7 (2) This Court has jurisdiction over the parties to this action and over the subject
8 matter of this dispute.

9 (3) The Parties have agreed to resolve this dispute through a confidential settlement
10 agreement, entered into by both Parties on advice of counsel of their choice, have consented to
11 this Stipulation of Dismissal with Prejudice, and hereby stipulate as follows:
12

13 a. Defendant and his agents, servants, successors and assigns shall not:

14 i. Commit any acts which falsely represent or which has the effect of
15 falsely representing that the goods and services of Defendants are
16 licensed by, authorized by, offered by, produced by, sponsored by, or
17 in any other way associated with Plaintiff.

18 ii. Knowingly assist, aid or attempt to assist or aid any other person or
19 entity in performing any of the prohibited activities referred to above.

20 iii. Knowingly affect any transactions, assignments or transfers, or
21 forming new entities or associations to circumvent the prohibitions
22 referred to above.
23

24 b. Defendant shall be responsible for payment of any attorneys’ fees and
25 expenses incurred by Luxottica in connection with collecting money owed
26
27

under the settlement agreement or for any default.

(4) Accordingly, Plaintiff's claims against Defendant Tran shall be, and hereby are, DISMISSED WITH PREJUDICE.

(5) This Court shall retain jurisdiction over this case for purposes of enforcing this Stipulation of Dismissal with Prejudice and the confidential settlement agreement between the parties.

(6) Each party shall bear its own costs, expenses, and attorneys' fees.

Dated: October 19, 2017

Respectfully submitted,

/s/ Darin M. Klemchuk

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Respectfully submitted,

/s/ Joseph Y. Hong

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Attorney for Defendant
Minh D. Tran

IT IS SO ORDERED:


UNITED STATES DISTRICT JUDGE

DATED: October 20, 2017

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 19, 2017, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I further certify that a true and correct copy of the foregoing document being served via transmission of Notices of Electronic Filing generated by CM/ECF.

Respectfully Submitted,



Employee,
Randazza Legal Group, PLLC